

# NASA Langley

## Office of Chief Counsel

### Newsletter



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As we move toward the last quarter of the calendar year, much has been and is being accomplished at NASA. Langley employees have faced many challenges that could have derailed carrying out important missions. Sometimes, the challenges we face slow us down; but we still work hard to get things done. We can expect to face many more challenges going forward. When we do, it is our desire in OCC to provide advice to help overcome challenges, and in doing so, assist with accomplishing the great work that is done here. As we churn ahead to keep on schedule or stay within budget, you will find in this Newsletter many reminders to help you overcome challenges so you can accomplish the great work you are doing. Even if what you read here does not prove immediately useful, perhaps it will in the future or it may prompt you to contact OCC or another member of your Langley team to aid you with getting the job done.

*Mike Madrid*

#### **OFFICE OF CHIEF COUNSEL STAFF**

Michael N. Madrid, Chief Counsel  
Charles A. "Pete" Polen, Deputy Chief Counsel  
W. Thomas McMurry, Jr., Detailed to NASA HQ  
Pamela M. Link, Legal Secretary  
Elaine C. McMahon, Paralegal  
Bridgette M. Singleton, Legal Assistant  
Gail M. Terry, Legal Assistant

#### **BUSINESS LAW TEAM**

Michael I. Mark, Associate Chief Counsel  
Shawn T. Gallagher, Attorney Advisor  
R. Eric Rissling, Attorney Advisor  
Dacia K. Bruns, Attorney Advisor

#### **HUMAN RELATIONS & ETHICS LAW TEAM**

Charles A. "Pete" Polen, Associate Chief Counsel  
Kenneth H. Goetzke, Jr., Attorney Advisor  
Mona C. Williams, Attorney Advisor

#### **INTELLECTUAL PROPERTY LAW TEAM**

Robin W. Edwards, Patent Counsel  
Jennifer L. Riley, Patent Attorney  
Andrea Z. Warmbier, Patent Attorney

MS 30, B2101, R174  
5 Langley Blvd., Hampton, VA 23681  
757-864-3221

# PERSONNEL POINTS

## **SUPREME COURT CASE HIGHLIGHTS NEED TO ENSURE FEGLI DESIGNATION OF BENEFICIARY REFLECTS EMPLOYEES' INTENT<sup>1</sup>**

It's relatively rare that federal employment issues make an appearance at the U.S. Supreme Court. This past term happens to have been a banner year in that regard, with decisions regarding competing jurisdictions for "mixed cases" of discrimination and disciplinary actions (Kloeckner v. Solis, Docket No. 11-184), federal benefits for same-sex spouses (United States v. Windsor, Docket No. 12-307) and federal employees' life insurance proceeds (Hillman v. Maretta, Docket No. 11-1221).

With the decision in the Hillman case, the Supreme Court provided an important reminder that when it comes to the benefit of life insurance (Federal Employees Group Life Insurance or FEGLI), it's important to periodically review and ensure your beneficiary is properly designated, particularly if divorce or remarriage occurs. In some cases, as part of a divorce settlement, an employee will negotiate a term to keep a former spouse as a beneficiary in lieu of other financial compensation. However, most of these cases involve federal employees who either forgot about their life insurance altogether, or incorrectly assumed that when they passed away, the current spouse would automatically have a superior right to that benefit. (There are also cases regarding survivor annuity benefits demonstrating the same oversight on the part of federal employees.) As the Hillman case shows, awarding benefits to the current spouse regardless of who is designated on a beneficiary form is the law in some states, including Virginia where Mr. Hillman, a General Services Administration (GSA) employee lived. Mr. Hillman had designated his second wife, Judy Maretta (she was his former supervisor at GSA—former because as his spouse, she could not supervise him when they married), as beneficiary in his FEGLI policy after they married. They divorced two years later. Several years later, Hillman married third wife Jacqueline and never changed the beneficiary designation on his policy. According to Hillman's daughter from his first marriage, her father would never have wanted Ms. Maretta to receive the proceeds. It appears that he simply forgot to change the beneficiary. Mr. Hillman died days after being diagnosed with leukemia having been married six years to Jacqueline. By the time she went to claim the life insurance proceeds, Ms. Maretta had already filed her claim and been paid.<sup>2</sup>

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<sup>1</sup> This article refers only to Federal Employees Group Life Insurance (FEGLI) and not to life insurance obtained through NEBA (NASA Employees Benefit Association), which is a commercial product. The author makes no claim to any familiarity with the NEBA product or the laws, which control.

<sup>2</sup> For the background information on the parties in the case, see: <http://www.washingtonpost.com/blogs/she-the-people/wp/2013/04/25/the-story-behind-hillman-v-maretta-the-daughter-talks-about-the-widow-and-the-ex-wife/>.

The Supreme Court decision highlights that the goal of Congress for FEGLI as well as other federal life insurance programs, is to honor the employee's choice of beneficiary, as expressed in writing via the Designation of Beneficiary form, the SF 2823. When state laws conflict with Congress' purpose and objectives, the Supremacy Clause in the Constitution preempts those laws. (The Supremacy Clause holds that federal laws are the law of the land and take precedence over conflicting state laws.) The Court in the Hillman case recognized the argument that Mr. Hillman neglected to change his beneficiary designation to reflect his intent, and that his actual intent was likely not to benefit his ex-wife. However, it was not an argument that would allow them to interpret the law differently—the only intent that could be considered was that expressed by the Designation of Beneficiary form, which is the legal expression of the insured's intent. One of the purposes of this law is to maintain uniformity and administrative expediency, limiting legal contests over the benefit. Whoever is listed on the form is the person who will receive the insurance payment.

This is a timely reminder for all of us federal employees to review our FEGLI forms and ensure that they are still reflective of our intent. The instructions on the form explain the order of precedence for payment if there was never a SF 2823 filled out and there is no assignment or court order requiring payment to a third party. Predictably, it is to the widow or widower first. Ironically, if Mr. Hillman had never filled out a Designation of Beneficiary form, his life insurance would have gone to his widow not his ex-wife.

To review your FEGLI information, the original forms (including the SF 2823 you originally completed) will be found in your electronic personnel folder (eOPF), accessible from the HR Portal on @LaRC. The Designation of Beneficiary form is found on OPM's website here: [http://www.opm.gov/forms/pdf\\_fill/sf2823.pdf](http://www.opm.gov/forms/pdf_fill/sf2823.pdf). Instructions on sending the SF 2823 to NSSC are here: [https://answers.nssc.nasa.gov/app/answers/detail/a\\_id/4914/related/1](https://answers.nssc.nasa.gov/app/answers/detail/a_id/4914/related/1).

This case serves as a good reminder to check on all of our benefits designation of beneficiaries, including Thrift Savings Plan (note that this goes directly to the Thrift Savings Plan, which is an independent government entity) and your retirement annuity beneficiaries as well. For information on these, please see NSSC's website at <https://www.nssc.nasa.gov/portal/site/>.

**OGE Issues Legal Advisory on the Effect of *United States v. Windsor*  
on the Executive Branch Ethics Programs**

The U.S. Office of Government Ethics (OGE) has issued a Legal Advisory providing guidance on the effect of *United States v. Windsor* on the federal ethics provisions that use the terms "spouse," "marriage," and "relative." For more information, please see Legal Advisory LA-13-10, dated August 19, 2013, <http://www.oge.gov/OGE-Advisories/Legal-Advisories/LA-13-10--Effect-of-the-Supreme-Court-s-Decision-in-United-States-v--Windsor-on-the-Executive-Branch-Ethics-Program/>.

In addition, OGE has provided the following suggested language approved by the Department of Justice that agency ethics officials may use to proactively notify *all agency employees* of these new requirements:

On June 26, 2013, the Supreme Court ruled that Section 3 of the Defense of Marriage Act (DOMA) is unconstitutional. As a result of this decision, federal ethics rules will now apply to employees in same-sex marriages in the same way that they apply to all married employees.

The ethics rules affect married employees in a number of ways. If you are required to file a public or confidential financial disclosure report, you must include your spouse's finances on your next report. In addition, your spouse's financial interests are treated as if they were your own under the conflict of interest laws. For example, you may not work on any assignments that will affect your spouse's financial interests.

Although the criminal conflict of interest statutes and the financial disclosure reporting requirements do not apply in the same manner to employees in domestic partnerships or civil unions, employees in domestic partnerships or civil unions might still be disqualified from working on assignments affecting their partners or members of their households.

If you have any questions about the ethics rules that apply to married employees, please contact the LaRC Office of Chief Counsel at 43221 to speak with an ethics advisor.

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# Business Law News

## REIMBURSABLE AGREEMENTS –HOW TO AVOID FISCAL LAW PROBLEMS

Of late, we have run across a number of situations or questions involving reimbursable Space Act Agreements (SAAs) or Interagency Agreements (IAs). The purpose of this article is to provide basic guidance regarding actions you should or should not take to avoid possible violations of fiscal law.



**Basic Rule 1: Do not undertake activities before the money is provided by the customer.** When NASA performs work on a fully reimbursable basis, it normally cannot begin to perform work in advance of both a signed agreement and receipt of funds to cover the costs to be reimbursed. The basic rules regarding reimbursable agreements are found in NPR 9090.1, *Reimbursable Agreements*. This lengthy document lays out the rules by which NASA must play when performing reimbursable work. A fundamental principal is that NASA must have a signed agreement and funds in hand. Thus, paragraph 2.2.3.4 of the NPR states,

No commitments or obligations may be established nor costs incurred under a reimbursable agreement until the agreement has been approved and signed by authorized representatives of both NASA and the customer and the following conditions are met:

- a. Formal reimbursable funding authority has been issued to the performing Center(s) through the Fund Control Process contained in NPR 9470.1, *Budget Execution*.
- b. If the customer is a non-Federal entity, a cash advance has been received by the Center except where otherwise authorized by law and approved by the Center CFO.
- c. If the customer is a Federal agency, an advance or funds citation has been provided.

If NASA begins work before it receives the funds, it must use NASA appropriated funds to perform that work, something that is not provided for by our appropriation. Further, if the intent is to use the customer's payment to "reimburse" the appropriation after payment is received, that action only compounds the problem because it effectively serves as a loan to the customer. NASA has no legal authority to make loans of this sort.

We have had this situation occur several times. The impact on the LaRC organization that engages in this activity is significant. First, the funds, once received, are deposited to the Treasury, not to NASA's account. Second, the providing organization's appropriation is charged for the cost of the work. If there are insufficient funds in the appropriation or if the work is of a type that is not an appropriate use of NASA's funds, this may trigger an inquiry under the Antideficiency Act, and if a violation is found, it must be reported to Congress.

**Corollary: If the funds run out, stop work!** Just as you cannot begin work before the money arrives, do not continue to work if the money runs out. NPR 9090.1 requires us to bill for actual costs. Absent a waiver of cost approved by the CFO, you have no authority to use appropriated funds to continue the work. This is the reason we require an advance – it minimizes the chances of spending NASA's appropriated funds for reimbursable activities. If you run into this situation, you should contact the OCFO immediately.

Bottom line – Always be sure you have the funds in hand before you start work. Verify with your program analyst or OCFO that such is the case.

**Basic Rule 2: If costs come in less than the amount you estimated, you cannot keep the difference.** As a Government agency, NASA does not make a profit. The Space Act allows NASA to perform work for others on a reimbursable basis, but it cannot retain reimbursements that exceed its costs. NPR 9090.1 covers these situations. Paragraph 2.5.1.10.a states that for non-Federal customers, advances that are not offset by charges in accordance with the agreement will be refunded. If the customer is another Federal agency, paragraph 2.5.1.10.b states such advances will be refunded.

Why can't you keep the difference? The answer is because to do so would create an improper augmentation of NASA's appropriation. NASA receives a set budget from Congress. We are not permitted to use a third party's funds to increase our accounts beyond the Congressional appropriation. By law, we cannot increase our appropriated fund accounts absent further Congressional action.

Sometimes the partner wants us to perform additional work with those funds. If the partner is a commercial entity, you must execute a modification to the agreement before beginning to perform the additional work. If the partner is a Government agency, you must first determine whether the other agency's funds remain available to perform that work. If the funds remain available, you then need to execute a modification to the agreement before performing that work. You should consult with the Office of the Chief Financial Officer and the Office of Chief Counsel before initiating an agreement modification or amendment for additional work using another agency's funds.

In short, except for the situation described above, if you under-run on a reimbursable agreement, you will have to refund the overpayment to the customer, whether that customer is a private entity or another Federal agency.

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### **Did the Freedom of Information Act Debunk America's Favorite Conspiracy Theory?**

The Freedom of Information Act (FOIA), originally enacted in 1966, became a matter of headline news again recently when the Central Intelligence Agency (CIA) disclosed a report related to Area 51 in response to a FOIA request. As most Americans know, Area 51 has long been the subject of conspiracy theories related to extraterrestrials and unidentified flying objects. On June 25, 2013, a report entitled "The Central Intelligence Agency and Overhead Reconnaissance: The U-2 and OXCART Programs, 1954-1974," was declassified and approved for public release in fulfillment of a FOIA request. The report details the role of Area 51 as a testing site for the government's aerial surveillance programs during the Cold War. If the FOIA can do that, it certainly remains relevant.

In fact, agencies seem to be steadily increasing the amount of information released. The FOIA, codified at 5 U.S.C. § 552, and amended by the OPEN Government Act of 2007, provides that any person has a right to obtain agency records, provided the records are not protected from public release by one of the nine delineated exemptions, or by one of three special law enforcement exclusions. On January 21, 2009, President Obama issued a statement directing agencies to "take affirmative steps to make information public" and not to "wait for specific requests from the public." In addition to these clarifications, the ease of use of the internet has also likely enabled agencies to disclose more records.

The FOIA is a statute requiring disclosure of documents in many instances. Several types of records must "automatically" be disclosed by federal agencies through publication in the Federal Register, such as descriptions of agency organizations, functions, general policies, procedures and substantive agency rules. Further, the FOIA sets forth documents that must be available for public inspection, such as final agency decisions in the adjudication of cases, certain administrative staff manuals, and specific policy statements. Agencies generally include these records on their public websites, often in a virtual "Reading Room." LaRC has such a Reading

Room, which may be accessed at <http://foia.larc.nasa.gov>. The FOIA goes on to require agencies to establish procedures in which other records may be obtained.

Although the FOIA mandates disclosure of many records, it also permits agencies to withhold records, or portions of records, from disclosure in certain circumstances. Subsection (b) of the FOIA sets forth nine exemptions to disclosure, which were created to allow agencies to protect certain types of information, although agencies may release exempted documents if they choose to do so. For example, Exemption 1 protects properly classified information from disclosure. Further, Exemption 2 protects records related solely to an agency's internal personnel rules and practices, based upon the rationale that the task of processing the requested records would place an administrative burden on the agency that would not be justified by any genuine public benefit. Additionally, Exemption 3 allows withholding of information prohibited from disclosure by another federal statute.

Exemptions 4 and 5 are likely the most important exemptions for NASA's work. Exemption 4 protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential" (5 U.S.C. § 552(b)(4)). This exemption is intended to protect the interests of both the government and submitters of information and is especially important for NASA and its commercial partners, as it encourages submitters to voluntarily furnish commercial or financial information to the government, while assuring that required submissions will be reliable. Similarly, Exemption 5 of the FOIA protects from disclosure inter-agency or intra-agency documents, meaning agencies can withhold records that are part of a deliberative process. This exemption is intended to prevent injury to the quality of agency decisions. Exemption 5 also includes attorney work-product exemption, intended to protect the adversarial trial process, as well as the exemption for attorney-client communications.

Unlike the previous exemptions, Exemption 6 relates to personal privacy and protects personnel, medical, and similar records. Exemptions 7 (certain law enforcement records); 8 (records of financial institutions); and 9 (geological information) are rarely applicable to this agency's mission.

So, how did the FOIA apply to the CIA's report on Area 51? Since the report was originally classified as "Secret," it would have been protected from disclosure under Exemption 1. In fact, the cover page of the released report is marked "b (1)" and "b (3)". This could refer to the exemptions the CIA applied over the years to protect the report from disclosure. However, a determination was made to declassify the report and therefore, the exemptions no longer applied. Because the report was declassified and no other exemptions applied, the report was disclosed in response to the FOIA request.

In sum, the FOIA continues to be a useful tool to enable an open government while protecting certain records for public policy reasons. LaRC's FOIA policy directive is LAPD 1300.2 ([https://lms.larc.nasa.gov/admin/documents/LAPD\\_1300-2\\_K.pdf](https://lms.larc.nasa.gov/admin/documents/LAPD_1300-2_K.pdf)) and procedures can be found in LMS-CP 4115 (<https://lms.larc.nasa.gov/admin/documents/4115.pdf>). If you have questions



regarding how the FOIA works at NASA, contact Langley's FOIA Officer, Ms. Carissa Wheeler, at 757.864.4274. FOIA requests may be emailed to [LARC-DL-foia@mail.nasa.gov](mailto:LARC-DL-foia@mail.nasa.gov).

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## **Organizational Conflicts of Interest—Could You Spot One?**

A conflict of interest (COI) occurs when an individual or organization is involved in multiple interests, one of which could possibly encumber the motivation for activities done in another. There are two types of conflicts of interest addressed by Federal case law and Government ethics regulations—personal conflicts of interest (PCI's) and organizational conflicts of interests (OCI's).

Most of us are familiar with PCI's, but OCI's are sometimes more difficult to spot. PCI's can arise when discord develops between an employee's responsibilities in performing her official duties, and her personal and private interests (e.g., financial condition). OCI's occur when the nature of work under a government contract results in an unfair competitive advantage for an organization (the contractor) when seeking future procurements, or impairs the contractor's objectivity in performing the current contract.

From our very earliest days NASA has collaborated and partnered with commercial corporations and educational institutions to perform our mission. Today, as in the days of Mercury and Gemini, our relationship with corporate America naturally brings the risk of OCI's. OCI's must be identified early on, well before a contract is issued, and appropriately addressed. If not, dire consequences can result. The presence of an OCI can derail a contract source selection. The Government Accountability Office (GAO) and Court of Federal Claims (COFC) have sustained protests based on an agency's violation of the OCI provisions of the Federal Acquisition Regulations (FAR). Contract protests can bring a NASA project or endeavor to a dead stop. Also, OCI's can result in criminal or civil liability. Similarly, OCI's might make a corporation/company ineligible for work NASA was counting on it to perform. Finally, since OCIs involve unfair competitive advantages being conferred on a contractor, the integrity of the procurement process is compromised. That can result in higher costs for NASA and other than the best qualified contractor being selected. OCI rules apply not only to profit organizations, but also to nonprofit organizations, even those created largely with Government funds.

Organizational conflicts of interest can be broadly categorized into three groups: (1) unequal access to information cases; (2) impaired objectivity cases, and (3) biased ground rules cases.

Unequal Access to Information. An OCI due to unequal access to information is created when a contractor has access to nonpublic information, which may provide the firm an unfair competitive advantage in a later competition for a government contract. In cases of unequal access to information, the concern is the risk of the firm using the information to gain an inappropriate competitive advantage. Conflicts due to unequal access to information involve obtaining access to another contractor's proprietary data and/or nonpublic Government data such as source selection information. An example:



Company A is selected to study the use of lasers in communications. The agency intends to ask that firms doing research in the field make proprietary information available to Company A. To avoid an OCI, and to be awarded the contract, Company A must 1) enter into agreements with these firms to protect any proprietary information; and 2) refrain from using the information in supplying lasers to the Government or for any purpose other than that for which it was intended.

Impaired Objectivity. An OCI due to impaired objectivity is created when a contractor's judgment and objectivity in performing the contract requirements may be questioned due to the fact that the substance of the contractor's performance has the potential to affect other interests of the contractor. This conflict contains two elements—the use of subjective judgment by the contractor and whether a contractor has a financial interest in the outcome of its performance. The OCI principle involved here is bias due to the existence of conflicting roles that might influence the contractor's judgment. An example:

Company B has a contract to evaluate and assess a project being executed by Company Z. Company Z is Company B's affiliated parent corporation. Company B's assessment lacks objectivity and is unduly favorable to Company Z. Company B should not have been awarded a contract to evaluate its parent corporation.

Biased Ground Rules. An OCI due to biased ground rules is created when a firm, as part of its performance of a government contract, has in some sense set the ground rules for a future government procurement by, for example, writing the statement of work or the specifications. In cases of biased ground rules, the primary concern is that the firm could skew the future competition, whether intentionally or not, in favor of itself. These situations also involve concerns that a firm, by virtue of its special knowledge of the agency's future requirements, would have an unfair advantage in the competition for those requirements. Thus, both the principles of bias and unfair competitive advantage are present here. It is important to emphasize that conflicts due to biased ground rules can be unintentional because a contractor is naturally biased to view things in a certain manner. GM, for example, can only provide advice to the Government on the GM way of doing something. An example:

Company C receives a contract to define the detailed performance characteristics the Air Force will require for purchasing rocket fuels. Company C has not developed the particular fuels. When the definition contract is awarded, it is clear to both parties that the agency will use the performance characteristics arrived at to choose competitively a contractor to develop or produce the fuels. Company C may not be awarded this follow-on contract.

The LaRC Office of Chief Counsel (OCC) works closely with contracting officers and supported NASA organizations to identify and then avoid, neutralize, or mitigate OCI's. The assistance of technical specialists is crucial to successfully addressing potential OCI's. Feel free to contact OCC if you have any questions regarding OCI's.

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# Intellectually Speaking



## Tips for Winning the “First-Inventor-to-File” Race to the U.S. Patent and Trademark Office

On March 16, 2013, the provisions of the Leahy-Smith America Invents Act (AIA), which changed the U.S. Patent system from a first-to-invent to a first-inventor-to-file system, went into effect. These changes were enacted so that the US patent laws would be more consistent with patent laws seen throughout the rest of the world.

Generally speaking, only the inventor that first files a patent application is entitled to receive a patent for that invention, even if that first-filing inventor did not first invent. However, there is an exception to this first-to-file rule. An inventor who files a later application is permitted to contest inventorship on an application previously filed by another only if the inventor can prove that the subject matter disclosed in the previous application was derived from the inventor who filed the later application. This process will be handled at the U.S. Patent and Trademark Office

(USPTO) through a derivation proceeding. Even though this exception is available to contest inventorship, it is unclear what type of proof will be necessary as support or under what specific circumstances this exception may apply. Therefore, in order to avoid relying on this exception, we encourage NASA’s inventors to do the following:

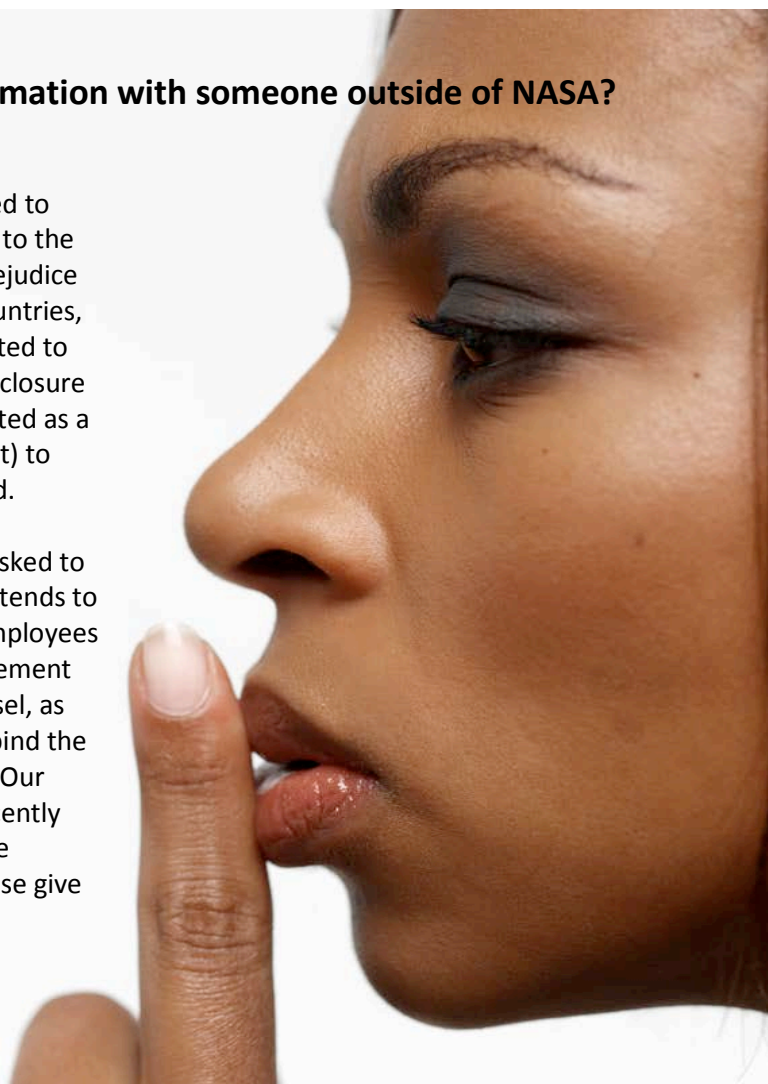
- disclose inventions (<https://ntr.ndc.nasa.gov/>) early and often so that we can consider filing provisional applications as soon as possible (multiple provisional applications can be combined into a single non-provisional application);
- contact your NASA patent attorney to ensure that any patent rights in the new technology are protected prior to public disclosure (e.g. by filing a provisional patent application prior to the public disclosure if warranted); and
- document all public disclosures, including keeping presentation materials/content and attendee lists.

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## Need to exchange sensitive information with someone outside of NASA?

NASA occasionally needs to exchange sensitive information with a third party. However, we need to ensure that proper protections are in place prior to the exchange of information. Failing to do so can prejudice patent rights in the United States and foreign countries, or may violate agreements where NASA is obligated to protect the information in a certain way. Nondisclosure agreements can be put into place (e.g. incorporated as a clause in a contract or as a standalone agreement) to ensure that the information is properly protected.

In some instances, NASA employees have been asked to sign Nondisclosure Agreements if a third party intends to share sensitive information with NASA. NASA employees should **not** sign a third party Nondisclosure Agreement without consulting with the Office of Chief Counsel, as only certain NASA employees have authority to bind the U.S. Government to those types of agreements. Our nondisclosure forms and guidance have been recently updated, so if you anticipate exchanging sensitive information with someone outside of NASA, please give us a call!



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## America Invents Act – Prior Art Changes

Under the newly enacted patent laws, a patent application for an invention must be filed before a prior art disclosure that contains that invention is made. However, there are a few limited exceptions to this general rule. As a first exception, inventors will continue to have a one-year grace period during which the inventor's own disclosures may not be used as prior art against the inventor's own patent application. Thus, the major change with respect to the U.S. one-year grace period relates to disclosures made by a third party. Now, all disclosures made by a third party, including disclosures made less than one year before an inventor files an application, qualify as prior art against that application with very limited exceptions. These exceptions occur when a third party disclosure made within one year of an inventor filing an application is preceded by the inventor's own public disclosure, or if the subject matter of the third party's disclosure was obtained from the inventor(s).

The U.S. Patent and Trademark office has clarified that most disclosures by third parties will continue to be treated as prior art even when a third party disclosure is preceded by an inventor's own public disclosure. The exception can only be invoked if the disclosure is substantially previously disclosed by the differences between the third party disclosure "are mere obvious variations," this disclosure will be considered



art even when a third party disclosure own public disclosure. The exception subject matter in the third party identical to the subject matter inventor. Therefore, even if the only inventor's previous disclosure and the insubstantial changes, or only trivial or exception does not apply and the prior art. At this time, the one-year

grace period is likely to apply only to an inventor's own public disclosure or to an identical disclosure of the same invention by a third party. Therefore, it should be assumed that any third party disclosure that occurs prior to filing a patent application will be considered prior art against the claimed invention unless the third party disclosure is identical to the inventor's previous disclosure.

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## **Congratulations to Inventors of Recently Issued U.S. Patents**

Kevin M. Somervill, Tak-kwong Ng, Wilfredo Torres-Pomales, and Mahyar R. Malekpour - NASA LaRC. Patent Number 8,473,663, issued 6/25/2013 for Stackable Form-Factor Peripheral Component Interconnect Device and Assembly

William T. Yost, Daniel F. Perey, and K. Elliott Cramer –NASA LARC. Patent Number 8,490,463, issued 7/23/2013 for Assessment and Calibration of a Crimp Tool Equipped with Ultrasonic Analysis Features

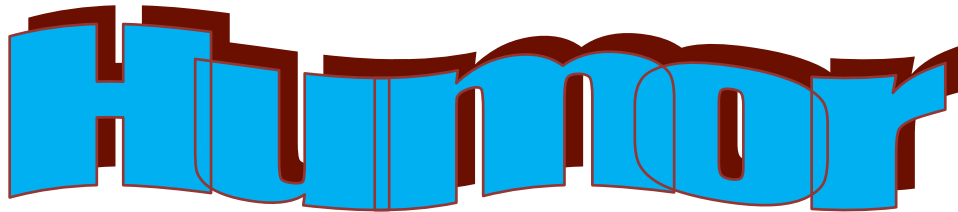
Michael D. Vanek, Farzin Amzajerian, and NASA LaRC; and Alexander Bulyshev, Analytical Mechanics Associates. Patent Number 8,494,687, issued 7/23/2013 for Method for Enhancing a Three Dimensional Image from a Plurality of Frames of Flash LIDAR Data

Kenneth L. Dudley, Holly A. Elliott, Robin L. Cravey, and John W. Connell, NASA LaRC; Sayata Ghose, and Kent A. Watson, National Institute of Aerospace Associates; and Joseph G. Smith, Jr., NASA LaRC. Patent Number 8,508,413, issued 8/13/2013 for Antenna with Dielectric Having Geometric Patterns

Henry H. Haskin and Peter Vasquez –NASA LaRC. Patent Number 8,529,249, issued 9/10/2013 for Flame Holder System

Sang-Hyon Chu, National Institute of Aerospace Associates; Sang H. Choi, NASA LaRC; Jae-Woo Kim, and Yeonjoon Park, Science and Technology Corporation; James R. Elliott, Glen C. King, and Diane M. Stoakley, NASA LaRC. Patent Number 8,529,825, issued 9/10/2013 for Fabrication of Nanovoid-Imbedded Bismuth Telluride With Low Dimensional System

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Kim's Rule of Committees: After an hour  
has been spent amending a sentence,  
someone will move to delete the  
paragraph.

W.C. Field's Maxim: Start every day off with  
a smile and get it over with.

Horwood's Sixth Law: If you have the right  
data, you have the wrong problem.

Things that can be counted on in a crisis:

MARKETING says yes.

FINANCE says no.

LEGAL has to review it.

PERSONNEL is concerned.

PLANNING is frantic.

ENGINEERING is above it all.

MANUFACTURING wants more floor space.

TOP MANAGEMENT wants someone  
responsible.

More extracts from problem listings by pilots for maintenance crews and the crews' responses:

Problem: Propeller number 2 seeping prop fluid.

Response: Propeller seepage normal.

Problem re-stated: Propellers 1, 3 and 4 lack normal seepage.

Problem: Friction locks cause throttle levers to stick.

Response: That's what they're there for.

Problem: Evidence of hydraulic leak on right main landing gear.

Response: Evidence removed.

Problem: Dead bugs on windshield.

Response: Live bugs on order.